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Exhibit B-2

Electrical Systems Inspections and
Maintenance Program



Contract Work Authorization

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C19749 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C73 (formerly 4400011340) dated January 19, 2017 (the "MSA") between the below-named Contractor ("Contractor"), KPMG LLP, a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: KPMG LLP

Total Number of Pages: 9

Contractor's Address: 55 2nd Street, Suite 1400
San Francisco, CA 94105

Project Name: 2020 Electric System Inspections and Maintenance Program

Job Location: San Francisco, CA

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1 Scope of Work.

1. **FOR THE AVOIDANCE OF DOUBT, THE WORK PERFORMED UNDER THIS CONTRACT IS NOT BEING PERFORMED AT THE DIRECTION OF THE PG&E LAW DEPARTMENT OR OTHER LEGAL COUNSEL AND COMMUNICATIONS REGARDING THIS WORK ARE NOT INTENDED TO BE COVERED BY ATTORNEY-CLIENT OR OTHER PRIVILEGE.**
2. **The work performed by KPMG under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.**

Consultant shall support PG&E's Electric organization with project management, analytical, and process support for the 2020 System Inspections and Maintenance programs. Services shall be requested and directed by an authorized PG&E work supervisor from PG&E's Electric Asset Management, Major Projects & Programs, or Regulatory & Compliance teams. The Services shall be described in writing from John Birch.

The Parties recognize the term date of this CWA will end after the termination date of the MSA and specifically agree that all the terms and conditions of the MSA shall continue to apply without interruption to the CWA until all Work under the CWA is completed and accepted.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1 Scope of Work, page 3 through 8

Attachment 2 Exhibit 1A Subcontractor and Supplier Utilization Plan, Page 9

CWA TERM: This CWA is effective upon signature by both parties and expires on 04/30/2020. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and shall be completed by the estimated completion date of 03/31/2020.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$1,100,000.00 Not-to-Exceed (subject to the terms of the Attachment 1 Scope of Work)

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: KPMG LLP	
Signature	 A012C62C8EC147C	Signature	
Name	Richard Cordova	Name	Geno Armstrong
Title	Manager, Sourcing	Title	Principal
Date	1/29/2020	Date	1/29/2020

Geno Armstrong



Contract Work Authorization

CWA No. C19749

Page 2 of 9

ADMINISTRATION			
PG&E Negotiator	Lyn Blowe	Contractor Represent	Geno Armstrong
Phone	925.459.8016	Phone	(415) 963-7301
Email	C6b7@pge.com	Email	garmstrong@kpmg.com
Accounting Reference	2050765 PR473572		
PG&E Work Supervisor:	John Birch (JOBi)	Phone:	(415) 971-2678
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to:	Invoices should be sent to PG&E Law Department Finance Group, P. O. Box 7133, San Francisco, CA 94120 or emailed to GenlCnslLawPaymentProcessingGroup@pge.com	
	Send COPY of invoice to:	Email to: John Birch JOBi@pge.com	
	*Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

Notwithstanding any other payment terms in the MSA, all invoices for work performed hereunder shall be submitted directly to the PG&E Law Department (as set forth above) for payment (subject to Section 43.0(k) of Attachment 2 to the MSA). PG&E approval of this CWA shall satisfy the Hourly Personnel Rates rate approval requirements set forth in Attachment C to the MSA.

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input checked="" type="checkbox"/> ARIBA Contracts ("CXXXX" Series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input checked="" type="checkbox"/> Work Supervisor John Birch (JOBi)	<input type="checkbox"/> Manager
	<input checked="" type="checkbox"/> Invoice Approver John Birch (JOBi)	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Statement of Work

This Statement of Work (this “SOW”) outlines the engagement between Pacific Gas and Electric Company (“PG&E”) and KPMG LLP (“KPMG” or “Consultant”) to perform the services described below.

The governing master services agreement for this SOW and the work hereunder is Master Services Agreement C73 (formerly 4400011340), dated on January 19, 2017 (as amended, the “MSA”). Capitalized terms used but not defined in this SOW have the respective meanings given to them in the MSA.

1) Scope & Approach

PG&E has requested that KPMG support PG&E’s Electric organization with project management, analytical, and process support for their 2020 System Inspections and Maintenance programs. Services shall be requested and directed by an authorized PG&E work supervisor from PG&E’s Electric Asset Management, Major Projects & Programs, or Regulatory & Compliance teams.

KPMG will perform the following activities during the course of this engagement:

- a. **Project Management Support:** Provide project management office (“PMO”) support for the implementation of the 2020 Electric System Inspections and Maintenance program, including support across the following activities:
 - i. Draft work plan development
 - ii. Document and data collection and coordination
 - iii. Scheduling and facilitating meetings
 - iv. Progress reporting
 - v. Risk, escalation and action items tracking
- b. **Analytical Support:** Provide data analysis support in a manner as directed by PG&E and using data sources provided by PG&E across the following activities:
 - i. Dashboard development
 - ii. Data visualization
 - iii. Progress tracking and reporting
 - iv. Standardization and aggregation of data
 - v. Processing data to a format as directed and acceptable to PG&E
- c. **Process Support:** Provide process continuous improvement support in a format directed by and acceptable to PG&E across the following activities:
 - i. Governance document revision or development support
 - ii. Process map revisions or development support
 - iii. Organizational change management and communications support
 - iv. Lessons learned meeting facilitation

2) Deliverables

Upon completion of KPMG-supported meetings, analyses, workshops, work products and process and procedural documentation developments, KPMG will hold review meetings with PG&E personnel to review and approve work products before finalizing. KPMG will make adjustments based on feedback and input from PG&E and issue final documentation in a format acceptable to PG&E. Deliverables for KPMG support will be tracked and logged for each activity, and will be provided to PG&E at the conclusion of Services.

Table 1: Deliverables by Area

Support Area	PG&E Owner	Description	Deliverables	Cadence / Timing
Project Management Support	John Birch	See section 1a.	<ul style="list-style-type: none"> KPMG Work Plan & Schedule Executive Program status updates including scope, schedule, risks and escalations Program huddle meeting documentation Summary of user acceptance test results as provided by PG&E stakeholders End of month summary of support activities 	<ul style="list-style-type: none"> Within 2 weeks of contract start Bi-weekly 3 to 5x per week
Analytical Support	Mark Esguerra Mary Hvistendahl John Birch Andy Abranches	See section 1b. Specific support requests include: <ul style="list-style-type: none"> 2020 Inspection work and resource plan 	For each analysis requested by PG&E: <ul style="list-style-type: none"> Analysis results in a format specified by and acceptable to PG&E Analysis process description and results summary Data visualization in a format specified by and acceptable to PG&E End of month summary of analysis results 	<ul style="list-style-type: none"> As requested by PG&E – see billing schedule
Process Support	Lise Jordan Mark Esguerra Rudy Movafagh	See section 1c. Specific support requests include: <ul style="list-style-type: none"> 2020 Inspection Questionnaire Digital Catalyst support EDPM / ETPM Governance support 	As requested by PG&E, support the development of the following: <ul style="list-style-type: none"> Process maps Gap analysis Organizational change management and communication plan Governance documentation in a format specified by or acceptable to PG&E Lessons learned log or summary End of month summary of process support activities 	<ul style="list-style-type: none"> As requested by PG&E – see billing schedule

Table 2: 2020 Deliverable Milestone Schedule

Month	Milestone Date	Deliverable	Estimated Fees
January	Within 2 weeks of contract execution	KPMG Work Plan & Deliverable Schedule	\$ 60,000
	1/10/20	2020 Inspections implementation schedule update	\$ 40,000
	1/10/20	2020 Inspections User Acceptance Test summary report	\$ 40,000
	1/17/20	Executive Program Status update	\$ 30,000
	1/24/20	2020 Inspections implementation schedule update	\$ 30,000
	1/31/20	Executive Program Status Update	\$ 30,000
	1/31/20	January Analysis Results: <ul style="list-style-type: none"> • 2020 Inspections Work & Resource Plan • Pole Integrity Assessment update 	\$ 130,000
	1/31/20	January Process Support Results: <ul style="list-style-type: none"> • Digital Catalyst Inspection Questionnaire Gap Assessment • Organizational Change & Communication Plan support summary 	\$ 40,000
February	2/7/20	2020 Inspections implementation schedule update	\$ 20,000
	2/14/20	2020 Inspections User Acceptance Test summary report	\$ 90,000
	2/14/20	Executive Program Status update	\$ 20,000
	2/21/20	2020 Inspections implementation schedule update	\$ 20,000
	2/28/20	Executive Program Status Update	\$ 20,000
	2/28/20	February Analysis Results	\$ 90,000
	2/28/20	February Process Support Results	\$ 40,000
March	3/6/20	2020 Inspections implementation schedule update	\$ 20,000
	3/13/20	Executive Program Status update	\$ 20,000
	3/20/20	2020 Inspections implementation schedule update	\$ 20,000
	3/20/20	2020 Inspections Program KPMG Support Transition Plan	\$ 90,000
	3/27/20	Executive Program Status Update	\$ 20,000
	3/27/20	March Analysis Results	\$ 90,000
	3/27/20	March Process Support Results	\$ 40,000

3) Schedule

Work is to be performed over the course of approximately 13 months with funding provided on a quarterly basis and will begin immediately following full execution of this CWA.

4) PG&E Responsibilities

PG&E is responsible for the following:

- Determining the objectives, scope and extent of KPMG's activities and services hereunder must be made by the authorized PG&E representative or their delegate(s), which includes evaluating the sufficiency and scope, activities performed by KPMG and distribution or presentation of work products, unless otherwise directed by PG&E.

- Providing data and information that is accurate, complete and available for analysis and reporting.
- Providing all direction relative to desired analysis; including the source data to be used, procedures to be performed, desired output format, and any interpretation of results.
- Determining inspection schedule and performing inspections and inspections user acceptance testing.
- Making all decisions that involve management responsibilities related to the engagement and accept full responsibility for such decisions and results of the service, including approving project plans and prioritization and section of which inspections and tags are addressed and when.
- Assigning qualified management-level individuals that are engaged, experienced and capable personnel with the knowledge and experience to successfully oversee and execute the services, including a Project Sponsor who can monitor progress and address issues as they arise, and will have the skills and experience necessary to effectively perform this oversight function, including but not limited to:
 - Working knowledge of the subject matter, business functions, processes or divisions that are addressed by the services: and
 - Selecting appropriate assumptions, and making final decisions on the adequacy of all assumptions made during the engagement.
- PG&E will provide security badge access, dedicated conference room space, individual work space, internet connections, printer access, and phone access for KPMG for the duration of the project.

5) Professional Fees and Expenses

The fees for this engagement will be invoiced based upon the deliverable milestone schedule in Table 2, plus expenses to be reimbursed by PG&E in an amount up to 10% of KPMG's professional fees for travel, lodging, meals, etc., which will be passed through to PG&E at cost, without markup (subject to Section 43.0(k) of Attachment 2 to the MSA). Additional work, as mutually agreed upon by KPMG and PG&E will be billed at the hourly rates by professional level for this engagement:

Partner / Principal / Managing	
Director	\$ 510.00
Director	\$ 445.00
Manager	\$ 410.00
Sr. Associate	\$ 335.00
Associate	\$ 285.00

KPMG's estimated professional fees and expenses for this SOW are summarized below:

	Phase Description	Estimated Hours	Estimated Fees
1	Estimated fees through March 31 st , 2019	2,850	\$ 1,000,000
Fee (sub-total) =			\$ 1,000,000
Expenses (10% of professional fees) =			\$ 100,000
Estimated Fee + Expenses (total) =			\$ 1,100,000

KPMG's fees and expenses are not contingent upon the final results, nor does KPMG guarantee any result or legal/regulatory outcome as a result of its efforts.

KPMG acknowledges that the Bankruptcy Court must approve the terms of this CWA and its fees in order for KPMG to be compensated. In that regard, KPMG intends to file applications with the Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any order of the Bankruptcy Court establishing procedures for monthly compensation and reimbursement of expenses for professionals. PG&E acknowledges that professional time required to prepare detailed applications in accordance with the Bankruptcy Code, applicable rules and guidelines differs from KPMG's normal billing procedures and, as a result, requires significant effort by KPMG to comply therewith. The expense required by this effort was not included in the estimated fees described above. PG&E agrees that, subject to Bankruptcy Court approval, KPMG shall be reimbursed for such professional time incurred.

To the extent that the services involve procedures in connection with PG&E's restructuring activities or emergence from bankruptcy, such work will be considered out-of-scope services under this SOW ("Out-of-Scope Services"). Such Out-of-Scope Services also include professional time required to prepare detailed applications in accordance with the Bankruptcy Code (described above). To the extent that changes in circumstances, such as the loss of PG&E personnel during the bankruptcy process, increase the effort required to deliver the services, this additional effort also will be billed as Out-of-Scope Services. Out-of-Scope Services will be billed in addition to the estimated fees described above, at 100% of KPMG's standard professional hourly rates. In its fee applications, KPMG will identify and describe any Out-of-Scope Services.

The provisions in this Section 6 will apply with respect to this SOW notwithstanding anything in the MSA to the contrary. Without limiting the generality of the foregoing, the Statement of Work Template Requirements set forth in Exhibit B, the Sample Resource and Scheduling Budget set forth in Exhibit B-1, and Exhibit C of Attachment 1 to the MSA will not apply to this SOW or the services provided under this SOW.

6) Invoicing

Consultant will submit its billings on a monthly basis according to the MSA and this SOW. Consultant reserves the right to halt further services under this SOW until payment is received on past-due invoices.

In the event Consultant is unable to have access to resources, data or other information required for the project, or if PG&E determines, at its sole discretion, that Consultant should not continue with the work, then PG&E and Consultant agree that Consultant is not required to perform further services hereunder and Consultant shall be paid for hours and expenses incurred to date and no further obligation from PG&E to Consultant for services provided by Consultant hereunder shall be due.

Consultant's invoices shall be submitted to PG&E Law Department as noted on the CWA and a copy provided to the PG&E Work Supervisor at the address listed on the CWA. Payment will be made pursuant to date of receipt of invoice by PG&E Law Department.

7) PG&E and Consultant Work Supervisor Name and email address

Mark Esguerra
Sr. Director
PME8@pge.com

Reid Tucker
Principal
reidtucker@kpmg.com

8) Work Location(s)

The majority of work is expected to occur at PG&E's San Ramon Valley Conference Center (SRVCC). From time to time, KPMG may be conducting meetings at other PG&E offices, such as those in San Francisco, San Ramon, Concord, or other regional offices, depending on the location and schedule of PG&E resources involved in this effort.

9) Other Matters

KPMG's services as described in this Statement of Work constitute an Advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services will not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.

Should PG&E request that someone from Contractor provide subject matter expertise, benchmarking, and or expert testimony or an expert report in the future, Counsel and Contractor will discuss and mutually agree on whether Contractor is prepared to provide the services of an individual who can offer such services, testimony or provide a written expert report and, if so, who would provide these services. If agreed, such work will be contracted under a separate CWA.

KPMG will not make any recommendations or provide any interpretations of data in connection with this engagement.

The scope of work does not require that KPMG make any legal interpretations or render any legal advice, and the parties hereby agree that in connection with KPMG's performance of the services under this engagement shall not include or be construed to include the provision by KPMG of legal advice or legal services. All legal interpretations of data, legal or otherwise, and rendering of legal advice shall be Counsel's responsibility. KPMG will refer and such questions to Counsel.

KPMG may restrict the scope or Work or Withdraw from the engagement at any time if, in KPMG's sole judgement, the safety of its employees or their families is threatened.

PG&E's acceptance of this CWA shall serve to satisfy the provisions for prior written approval from PG&E Sourcing as stipulated in Exhibit C of the MSA, Personnel Rate.



Subcontractor and Supplier Utilization Plan

EXHIBIT 1A

Prime Contractor/Supplier Name:	KPMG LLP.	PG&E Contract # (if any):	Contract Duration	From:	1/1/20	To:	3/31/20
Employer Identification # (EIN):		Total Bid/Contract Value:	\$1,100,000	Total Amount to be Self Performed: \$1,100,000			
PG&E Project/Product:	EO Asset Management Support	Is Prime Contractor/Supplier CPUC Clearinghouse Certified?	Yes	No x	VON #:		
Name of Preparer:	Geno Armstrong	Is Prime Contractor/Supplier a Registered Small Business Certified?	Yes	No x	Small Business #:		
Preparer E-Mail:	garmstrong@kpmg.com	Estimated Amount to be Paid to all Subcontractors (Subs) and Suppliers (\$): \$0					
Preparer Contact Phone:	415 963 7301	Subs and Suppliers:	-	Small Businesses:	-	CPUC Certified Businesses:	-

[illegible]


The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Indicate All Subcontractor(s) and Supplier(s) of any tier prior to performing Work on designated project. Submit Exhibit 1A to best demonstrate your plan for the indicated services.

in the event of a change in planned Subcontractor(s) or Supplier(s) of any tier, submit a revised Exhibit 1A prior to performing the Work via the method outlined in the contract or work authorization.

~~Refer~~ to Exhibit 1 for additional instructions on completing this form.

Please include additional sheets as needed.

(11) Signature		Date	Rev. #: 1
		01/03/2020	

I hereby certify that the information listed is true to the best of my knowledge.

Certificate Of Completion

Envelope Id: 486B33C116F14EB3AD3D074CC253E99D	Status: Completed
Subject: CW2320089 - CWA KPMG C19749 01142020 Final c6b7v2 (003) (003).pdf	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Carolyn Blowe
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	77 Beale Street
	San Francisco, CA 94105
	C6B7@pge.com
	IP Address: 216.109.110.11

Record Tracking

Status: Original	Holder: Carolyn Blowe	Location: DocuSign
1/29/2020 9:34:21 AM	C6B7@pge.com	

Signer Events

Richard Cordova
R5CH@pge.com
Sourcing Portfolio Manager
Pacific Gas and Electric
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

A012C62C8FC147C...
Signature Adoption: Pre-selected Style
Using IP Address: 131.89.195.60

Timestamp

Sent: 1/29/2020 9:35:08 AM
Viewed: 1/29/2020 9:41:57 AM
Signed: 1/29/2020 9:42:02 AM

Electronic Record and Signature Disclosure:
Accepted: 11/15/2017 1:50:37 PM
ID: 740293a4-0652-4267-9116-f57ae4860024

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2020 9:35:08 AM
Certified Delivered	Security Checked	1/29/2020 9:41:57 AM
Signing Complete	Security Checked	1/29/2020 9:42:02 AM
Completed	Security Checked	1/29/2020 9:42:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PG&E (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PG&E:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pcpc@pge.com

To advise PG&E of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pcpc@pge.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from PG&E

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to pcpc@pge.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PG&E

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to pcpc@pge.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify PG&E as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by PG&E during the course of my relationship with you.